



## Texas Department of Transportation<sup>®</sup>

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

Contract No. 09193203  
Control 012601039  
Project STP 2020(029) etc.  
Highway SH 6  
County SHACKELFORD etc.

October 21, 2019

A. L. HELMCAMP, INC.  
PO BOX 456  
BUFFALO, TX 75831-0000

Construction Division  
512-416-2425/2440/2465

Subject: AUTHORIZATION TO BEGIN WORK

We are forwarding one copy of the fully executed Contract as shown above. You are authorized to begin construction in accordance with the provisions of said contract.

Time for completion of the contract will be computed in accordance with Item 8.

Your proposal check is being returned according to your instructions or your proposal bid bond is released from further liability.

Sincerely,

Michael Smith  
Letting Management Section Director

Enclosure

cc: ABL District

BONDED BY: LIBERTY MUTUAL INSURANCE COMPANY  
BOND NO. 585212710

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer



CONTRACT NO.	09193203
CONTROL	0126-01-039 ETC.
PROJECT	STP 2020(029)
HIGHWAY	SH 6
COUNTY	SHACKELFORD ETC.

# **CONTRACT**

**between**

**STATE OF TEXAS**

**and**

**A. L. HELMCAMP, INC.**

**for**

**CONSTRUCTION OF 19.856 MILES**

**of**

**SH 6**

**in**

**SHACKELFORD ETC. COUNTY**

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THE STATE OF TEXAS §  
THE COUNTY OF TRAVIS §

CONTRACT NO.	09193203
CONTROL	0126-01-039 ETC.
PROJECT	STP 2020(029)
HIGHWAY	SH 6
COUNTY	SHACKELFORD ETC.

## CONSTRUCTION CONTRACT

This agreement is made by and between the State of Texas, represented by the Executive Director of the Texas Department of Transportation, party of the first part, and **A. L. HELMCAMP, INC.**, its executive administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the State desires to enter into a contract for the highway improvement as shown and described in the plans, specifications and special provisions included or referenced herein or as far as the money available will construct in accordance with the provisions of the State Statutes, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that it is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the here included or referenced specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at its own proper cost and expense, all the work necessary for the highway improvement as shown and described in the plans and in accordance with the provisions of the referenced specifications and special provisions which are a part of this contract.

The work to be performed under this contract shall be completed in **322 WORKING** days.

And the State in consideration of the full and true performance of said work by the Contractor hereby agrees and binds itself to pay to the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The State limits its obligation hereunder to the funds available.

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PROJECT: STP 2020(029) , ETC. CCSJ BIDDER DATE DIV JOB  
COUNTY : SHACKELFORD 012601039 2 9 19 48 203

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
100	6002		PREPARING ROW STA	1,049.500	450.000	472,275.00
105	6041		REMOVING STAB BASE AND ASPH PAV(8") SY	4,175.000	6.000	25,050.00
110	6001		EXCAVATION (ROADWAY) CY	2,957.000	4.000	11,828.00
110	6002		EXCAVATION (CHANNEL) CY	50.000	25.000	1,250.00
132	6004		EMBANKMENT (FINAL) (DENS CONT) (TY B) CY	7,256.000	18.000	130,608.00
134	6002		BACKFILL (TY B) STA	1,049.500	100.000	104,950.00
150	6002		BLADING HR	68.000	125.000	8,500.00
160	6003		FURNISHING AND PLACING TOPSOIL (4") SY	3,754.000	3.000	11,262.00
164	6001		BROADCAST SEED (PERM) (RURAL) (SANDY) SY	3,754.000	1.000	3,754.00
216	6001		PROOF ROLLING HR	10.000	85.000	850.00
247	6053	003	FL BS (CMP IN PLC) (TYD GR1-2) (FNAL POS) CY	1,183.000	70.000	82,810.00
310	6005		PRIME COAT (AE-P) GAL	47,422.000	2.000	94,844.00
316	6001		ASPH (MULTI OPTION) GAL	217,413.000	3.200	695,721.60
316	6224		AGGR(TY-PB GR-4 SAC-B) CY	4,111.000	110.000	452,210.00
344	6120	004	SUPERPAVE MIXTURES SP-D SAC-B PG70-22 TON	51,991.000	93.600	4,866,357.60
351	6013		FLEXIBLE PAVEMENT STRUCTURE REPAIR(4") SY	24,450.000	37.500	916,875.00
354	6030		PLANE ASPH CONC PAV(0" TO 8") SY	8,777.000	5.000	43,885.00
354	6045		PLANE ASPH CONC PAV (2") SY	472,637.000	1.360	642,786.32
400	6005		CEM STABIL BKFL CY	211.000	275.000	58,025.00
403	6001		TEMPORARY SPL SHORING SF	3,190.000	45.000	143,550.00

PROJECT: STP 2020(029)  
COUNTY : SHACKELFORD

, ETC.

CCSJ  
012601039

BIDDER  
2

DATE DIV JOB  
9 19 48 203

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT	BID PRICE	EXTENSION
416	6001		DRILL SHAFT (18 IN) LF	214.000		72.000	15,408.00
416	6004		DRILL SHAFT (36 IN) LF	823.000		241.000	198,343.00
420	6014		CL C CONC (ABUT) (HPC) CY	60.800		1,600.000	97,280.00
420	6030		CL C CONC (CAP) (HPC) CY	42.600		1,625.000	69,225.00
420	6038		CL C CONC (COLUMN) (HPC) CY	24.100		1,500.000	36,150.00
422	6002		REINF CONC SLAB (HPC) SF	11,040.000		27.750	306,360.00
422	6016		APPROACH SLAB (HPC) CY	105.000		500.000	52,500.00
425	6038		PRESTR CONC GIRDER (TX46) LF	1,431.310		196.000	280,536.76
427	6004		SILICONE RESIN PAINT FINISH SF	690.000		15.000	10,350.00
432	6002		RIPRAP (CONC) (5 IN) CY	23.400		550.000	12,870.00
432	6003		RIPRAP (CONC) (6 IN) CY	30.000		710.000	21,300.00
432	6032		RIPRAP (STONE PROTECTION) (15 IN) CY	620.000		105.000	65,100.00
450	6015		RAIL (TY T551) (HPC) LF	548.000		125.000	68,500.00
451	6019		RETROFIT RAIL (TY T631) LF	278.500		85.000	23,672.50
454	6008		HEADER TYPE EXPANSION JOINT CF	13.000		720.000	9,360.00
454	6009		JOINT SEALANT LF	91.000		25.000	2,275.00
454	6018		SEALED EXPANSION JOINT (4 IN) (SEJ - M) LF	94.000		125.000	11,750.00
462	6065		CONC BOX CULV (8 FT X 6 FT) (EXTEND) LF	135.000		850.000	114,750.00
467	6283		SET (TY I) (S= 8 FT) (HW= 7 FT) (3:1) (C) EA	10.000		5,000.000	50,000.00
480	6001		CLEAN EXIST CULVERTS EA	5.000		1,750.000	8,750.00



PROJECT: STP 2020(029) , ETC. CCSJ BIDDER DATE DIV JOB  
COUNTY : SHACKELFORD 012601039 2 9 19 48 203

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
496	6004		REMOV STR (SET)			
			EA	10.000	250.000	2,500.00
496	6010		REMOV STR (BRIDGE 100 - 499 FT LENGTH)			
			EA	1.000	90,000.000	90,000.00
500	6001		MOBILIZATION			
			LS	1.000	1,100,000.000	1,100,000.00
502	6001	007	BARRICADES, SIGNS AND TRAFFIC HANDLING			
			MO	18.000	10,000.000	180,000.00
506	6003	004	ROCK FILTER DAMS (INSTALL) (TY 3)			
			LF	50.000	75.000	3,750.00
506	6011	004	ROCK FILTER DAMS (REMOVE)			
			LF	50.000	8.000	400.00
506	6038	004	TEMP SEDMT CONT FENCE (INSTALL)			
			LF	1,600.000	3.500	5,600.00
506	6039	004	TEMP SEDMT CONT FENCE (REMOVE)			
			LF	1,600.000	1.200	1,920.00
506	6041	004	BIODEG EROSN CONT LOGS (INSTL) (12")			
			LF	620.000	4.900	3,038.00
506	6043	004	BIODEG EROSN CONT LOGS (REMOVE)			
			LF	620.000	1.500	930.00
510	6003		ONE-WAY TRAF CONT (PORT TRAF SIG)			
			MO	12.000	4,000.000	48,000.00
512	6013		PORT CTB (DES SOURCE) (SGL SLP) (TY 1)			
			LF	1,050.000	12.000	12,600.00
512	6025		PORT CTB (MOVE) (SGL SLP) (TY 1)			
			LF	1,050.000	12.000	12,600.00
512	6037		PORT CTB (STKPL) (SGL SLP) (TY 1)			
			LF	1,050.000	12.000	12,600.00
533	6001		RUMBLE STRIPS (SHOULDER)			
			LF	206,867.000	.120	24,824.04
533	6002		RUMBLE STRIPS (CENTERLINE)			
			LF	102,346.000	.120	12,281.52
540	6001	001	MTL W-BEAM GD FEN (TIM POST)			
			LF	6,655.000	22.000	146,410.00
540	6005	001	TERMINAL ANCHOR SECTION			
			EA	1.000	700.000	700.00
540	6006	001	MTL BEAM GD FEN TRANS (THRIE-BEAM)			
			EA	28.000	1,700.000	47,600.00
540	6009	001	MTL BEAM GD FEN TRANS (T6)			
			EA	23.000	1,100.000	25,300.00

PROJECT: STP 2020(029) , ETC. CCSJ BIDDER DATE DIV JOB  
COUNTY : SHACKELFORD 012601039 2 9 19 48 203

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
540	6014	001	SHORT RADIUS LF	25.000	32.000	800.00
540	6020	001	MTL W - BEAM GD FEN (LOW FILL CULVERT) LF	73.000	58.000	4,234.00
542	6001		REMOVE METAL BEAM GUARD FENCE LF	11,135.000	3.200	35,632.00
542	6002		REMOVE TERMINAL ANCHOR SECTION EA	64.000	220.000	14,080.00
544	6001		GUARDRAIL END TREATMENT (INSTALL) EA	69.000	2,800.000	193,200.00
544	6003		GUARDRAIL END TREATMENT (REMOVE) EA	6.000	220.000	1,320.00
545	6003		CRASH CUSH ATTEN (MOVE & RESET) EA	2.000	1,000.000	2,000.00
545	6005		CRASH CUSH ATTEN (REMOVE) EA	2.000	1,000.000	2,000.00
545	6019		CRASH CUSH ATTEN (INSTL) (S) (N) (TL3) EA	2.000	10,000.000	20,000.00
552	6003		WIRE FENCE (TY C) LF	870.000	9.000	7,830.00
644	6001		IN SM RD SN SUP&AM TY10BWG(1)SA(P) EA	149.000	390.000	58,110.00
644	6004		IN SM RD SN SUP&AM TY10BWG(1)SA(T) EA	33.000	460.000	15,180.00
644	6030		IN SM RD SN SUP&AM TYS80(1)SA(T) EA	3.000	650.000	1,950.00
644	6031		IN SM RD SN SUP&AM TYS80(1)SA(T-2EXT) EA	20.000	670.000	13,400.00
644	6033		IN SM RD SN SUP&AM TYS80(1)SA(U) EA	4.000	650.000	2,600.00
644	6051		IN SM RD SN SUP&AM TYS80(2)SA(P-EXAL) EA	1.000	1,300.000	1,300.00
644	6076		REMOVE SM RD SN SUP&AM EA	236.000	48.000	11,328.00
658	6014		INSTL DEL ASSM (D-SW)SZ (BRF)CTB (BI) EA	31.000	23.000	713.00
658	6047		INSTL OM ASSM (OM-2Y) (WC) GND EA	78.000	56.000	4,368.00
658	6054		INSTL OM ASSM (OM-3R) (FLX) SRF EA	64.000	200.000	12,800.00

PROJECT: STP 2020(029) , ETC. CCSJ BIDDER DATE DIV JOB  
COUNTY : SHACKELFORD 012601039 2 9 19 48 203

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
658	6062		INSTL DEL ASSM (D-SW)SZ 1 (BRF)GF2 (BI)			
			EA	120.000	28.000	3,360.00
662	6004		WK ZN PAV MRK NON-REMOV (W) 4" (SLD)			
			LF	206,867.000	.130	26,892.71
662	6032		WK ZN PAV MRK NON-REMOV (Y) 4" (BRK)			
			LF	15,600.000	.150	2,340.00
662	6034		WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)			
			LF	113,136.000	.140	15,839.04
666	6303	007	RE PM W/RET REQ TY I (W) 4" (SLD) (100MIL)			
			LF	206,867.000	.400	82,746.80
666	6312	007	RE PM W/RET REQ TY I (Y) 4" (BRK) (100MIL)			
			LF	15,600.000	.400	6,240.00
666	6315	007	RE PM W/RET REQ TY I (Y) 4" (SLD) (100MIL)			
			LF	113,136.000	.400	45,254.40
668	6076		PREFAB PAV MRK TY C (W) (24") (SLD)			
			LF	140.000	55.000	7,700.00
672	6009		REFL PAV MRKR TY II-A-A			
			EA	2,277.000	5.000	11,385.00
6001	6002		PORTABLE CHANGEABLE MESSAGE SIGN			
			EA	3.000	10,000.000	30,000.00
6185	6002	001	TMA (STATIONARY)			
			DAY	540.000	100.000	54,000.00
6185	6005	001	TMA (MOBILE OPERATION)			
			DAY	216.000	10.000	2,160.00
6307	6003		TEMP SPEED MONITOR SYS			
			EA	2.000	10,000.000	20,000.00
					TOTAL	12,663,688.29

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CONTRACT NO. 09193203  
COUNTY SHACKELFORD ETC.

The Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or individual any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.


The contractor agrees that any payments owing under this contract will be applied towards the debt delinquent taxes owed to the state until the debt or delinquent taxes are paid in full.


It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the performance of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

STATE OF TEXAS  
Party of the First Part

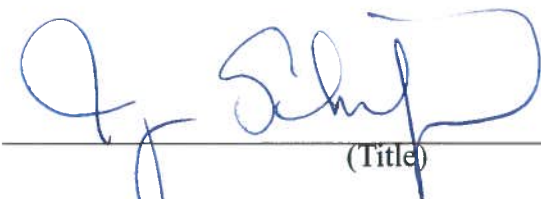
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs approved and authorized by the Texas Transportation Commission.

By  Date 10-21-19  
GINA E. GALLEGOS, P.E., DIRECTOR, CONSTRUCTION DIVISION  
DUANE S. MILLIGAN, P.E., DEPUTY DIRECTOR, CONSTRUCTION DIVISION  
(Typed, Printed or Stamped Name and Title)

RECOMMENDED FOR EXECUTION:  


CONTRACTOR  
Party of the Second Part

A. L. HELMCAMP, INC.

By:  v.f. 10/2/19  
(Title) (Date)  
By: \_\_\_\_\_ (Title) (Date)  
By: \_\_\_\_\_ (Title) (Date)

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DRANE S. WILLIAMS, PE, DEPUTY DIRECTOR, CONSTRUCTION DIVISION

# PERFORMANCE BOND

CONTRACT NO. 09193203

COUNTY SHACKELFORD ETC.

BOND NO. 585212 710

KNOW ALL PERSONS BY THESE PRESENTS:

That we **A. L. HELMCAMP, INC.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with a sum not greater than **twelve million six hundred sixty-three thousand six hundred eighty-eight and 29/100 Dollars ( \$12,663,688.29)**, lawful money of the United States, well and truly to be paid the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and several firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said principal is required before commencing the work provided for in said contract to execute a bond in the amount of said contract.

Now, therefore, the condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every, all and singular, the work in accordance with the plans, specifications, and contract documents as provided in said contract aforesaid, and shall fully indemnify and save harmless the State of Texas from all costs and damage which the State of Texas may suffer by reason of the **Principal's** default or failure to do so and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then obligation shall be null and void; otherwise it shall remain in full force and effect.

Provided further, that the said surety(s) for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond. The surety(s) does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract or to the work or to the Specifications, unless otherwise specified in the contract.

WITNESS our hand this, 14 day of October, 2019

**A. L. HELMCAMP, INC.**



CONTRACTOR

\*By: \_\_\_\_\_  
(Title)

CONTRACTOR

\*By: \_\_\_\_\_  
(Title)

SURETY (Print Firm Name and Seal)

\*By: \_\_\_\_\_  
(Title)

SURETY (Print Firm Name and Seal)

\*By: \_\_\_\_\_  
(Title)

Liberty Mutual Insurance Company  
SURETY (Print Firm Name and Seal)

\*By:   
(Title)

Robert James Nitsche, Attorney-in-Fact

\*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

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# PAYMENT BOND

CONTRACT NO. 09193203  
COUNTY SHACKELFORD ETC.  
BOND NO. 585212710

## KNOW ALL PERSONS BY THESE PRESENTS:

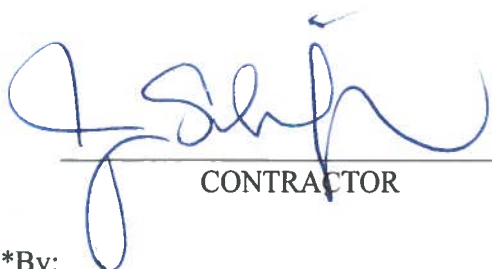
That we **A. L. HELMCAMP, INC.** as principal, and the other undersigned as surety, are held and firm bound unto the State of Texas, with an amount no greater than **twelve million six hundred sixty-three thousand : hundred eighty-eight and 29/100 Dollars ( \$12,663,688.29)**, lawful money of the United States, well and truly to paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said **Principal** is required before commencing the work provided for in said contract to execute a bond in the amount of said contract solely for the protection of all claimants, as defined by the Texas Government Code Title 10, Chapter 2253, or successor statutes, in the prosecution of the work provided for in said contract supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract, for the use of each such claimant.

The condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors and administrators shall well and faithfully make payment to each and every claimant as defined by law, supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract and any and all duly authorized changes to said contract that may hereafter be made, notice of such changes to the **Surety(s)** being hereby waived, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

WITNESS our hand this, 1<sup>st</sup> day of October, 20 19

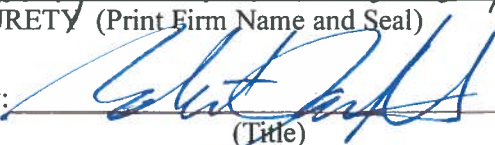
**A. L. HELMCAMP, INC.**

  
\_\_\_\_\_  
CONTRACTOR  
\*By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
CONTRACTOR  
\*By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
SURETY (Print Firm Name and Seal)  
\*By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
SURETY (Print Firm Name and Seal)  
\*By: \_\_\_\_\_  
(Title)

Liberty Mutual Insurance Company  
SURETY (Print Firm Name and Seal)  
\*By:   
(Title)

Robert James Nitsche, Attorney-in-Fact

\*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8197872**

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David Ferguson, Violet Frosch, Kenneth Nitsche, Gary A. Nitsche, Robert James Nitsche, Robert K. Nitsche, Craig Parker, Nina Smith

all of the city of Giddings state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of November, 2018.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 1st day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member: Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of October, 2019.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.





## TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at  
1-877-751-2640

You may also write to:

Interchange Corporate Center  
450 Plymouth Road, Suite 400  
Plymouth Meeting, PA 19462-1644

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at  
1-800-252-3439

You may write the Texas Department of Insurance  
Consumer Protection (111-1A)  
P. O. Box 149091  
Austin, TX 78714-9091  
FAX: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

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## TEXAS AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al  
1-877-751-2640

Usted tambien puede escribir a:

Interchange Corporate Center  
450 Plymouth Road, Suite 400  
Plymouth Meeting, PA 19462-1644

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al  
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)  
P. O. Box 149091  
Austin, TX 78714-9091  
FAX # (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

### UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

